

EXHIBIT A



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CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY PURSUANT TO L.R. 26.2

June 27, 2008

Via E-mail

Matthew L. Woods
Robins, Kaplan, Miller & Ciresi L.L.P.
2800 LaSalle Plaza
800 LaSalle Avenue
Minneapolis, MN 55402-2015

Re: *Honeywell v. Apple*, Civ.Action No. 04-1338-JJF (consolidated)

Dear Matt:

I write to follow-up on our meet and confer on June 19.

In order to have Sony dismissed from the above-identified proceedings, we understand that Honeywell is requesting a declaration from Sony containing the following information:

- 1) with regard to the [REDACTED] license agreement, that the accused Sony made LCD modules are covered by that agreement, in particular, that they fall within the license product definition;
- 2) with regard to the [REDACTED] license agreement, that Sony purchased the accused LCD modules from [REDACTED];
- 3) with regard to the [REDACTED] license agreement;
 - a) for all accused Sony products, [REDACTED]
 - b) for accused Sony products that carry the [REDACTED]

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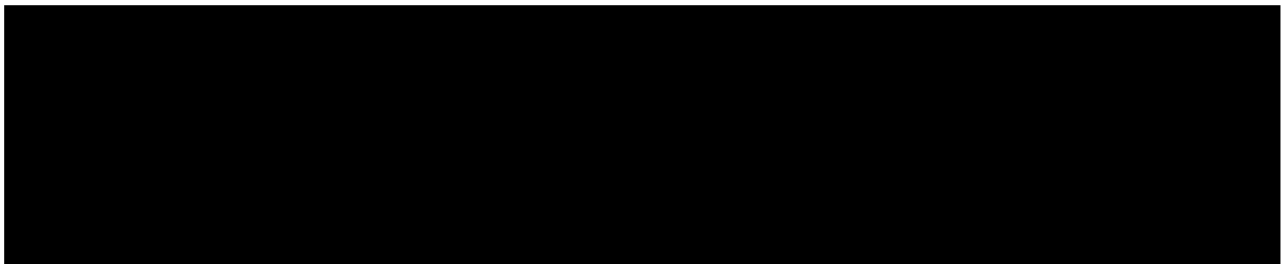


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- 4) with regard to the [REDACTED] license agreement, that Sony have [REDACTED]
[REDACTED]
- 5) confirmation that Sony does not use LCD modules supplied by Optrex or Samsung-SDI; and
- 6) a description of the process by which Sony complied with Judge Jordan's October 2005 Order.

We will discuss Honeywell's requests with our client. Meanwhile, we believe it would be very helpful and highly efficient if Honeywell were to provide a template or suggested language for the declaration it is seeking. We want to provide a declaration that is acceptable to Honeywell.

Also, we note a few preliminary concerns with Honeywell's request. First, it goes far beyond the scope of the Special Master's review in this proceeding. Second, the inquiry as to whether Sony uses modules supplied by Optrex or Samsung-SDI should be limited to whether those modules are used in the products accused by Honeywell. Anything more is extremely burdensome to Sony, outside the scope of these proceedings, and nothing but a backdoor attempt to expand the scope of this litigation in violation of Judge Jordan's Order limiting the scope of accused products in this case. Third, we do not see the relevance of including a description of Sony's compliance with the October 2005 Order in a declaration. We believe such information would be privileged.



Very truly yours,

A handwritten signature in cursive script that reads 'Michael Shen / ECH'.

Michael M. Shen

Cc: John Flock, Esq.
Robert Hails, Esq.

EXHIBIT B



Robert L. Hails
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October 28, 2005

By Facsimile (612) 339-4181

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OUTSIDE COUNSEL'S EYES ONLY

*Submitted Under L.R. 26.2
 Pending Entry of a Protective Order*

Re: Honeywell Int'l., et al. v. Apple Computer Inc., et al.,
 C.A. No. 04-1338-KAJ (D.Del.)

Dear Matt:

We write on behalf of Sony Corporation and Sony Corporation of America to discharge their obligations under the Court's October 7, 2005 order (the "Order"). Sony Corp. purchases LCD modules for certain accused products and, therefore, is a non-manufacturer defendant under the terms of the Order with respect to those products. As we explained to you in prior correspondence, Sony Corporation of America ("SCA") does not trade in any of the accused products; SCA has no information to report. We reserve the right to supplement these responses if necessary.

Paragraph 1(a)

In response to paragraph 1(a) of the Order, Sony Corp. purchases LCD modules for the Sony products identified in Table 1 below. The LCD module manufacturer and model number are listed in Table 1.

SONY PRODUCT	LCD MODULE NO(S).	MANUFACTURER
PCG-TR3A		
PCG-V505EX		
DVP-FX700		
MV7101DS		
MV65ST		

Table 1

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Upon information and belief, all of the foregoing LCD modules are licensed under the '371 patent.

Paragraph 1(b)

In response to paragraph 1(b) of the Order, Sony Corp. responds that there are other versions of the PCG-TR3A notebook computer that use the [REDACTED] LCD module. They are:

- PCG-TR1AP
- PCG-TR1A
- PCG-TR2AP
- PCG-TR2A
- PCG-TR3AP
- PCG-TR5AP

Upon information and belief, the modules used in the foregoing products also are licensed.

There are other versions of the PCG-V505EX notebook computer that use the [REDACTED] LCD module. They are:

- PCG-V505EC
- PCG-V505ECP
- PCG-V505EXP
- PCG-V505BCP
- PCG-V505BC
- PCG-V505BCK
- PCG-V505BXP
- PCG-V505BX
- PCG-V505BL
- PCG-V505DC2
- PCG-V505DC1
- PCG-V505DXP
- PCG-V505DX
- PCG-V505AXP
- PCG-V505AX
- PCG-V505ACP
- PCG-V505AC
- PCG-V505ACK

Upon information and belief, the modules used in the foregoing products also are licensed.

Beyond the foregoing, Sony Corp. currently is not aware of any other versions of the specifically identified products that utilize the same LCD module as in the specifically identified products, or other versions of the LCD module.

Paragraph 1(c)

In response to paragraph 1(c) of the Order, Sony Corp. is currently not aware of any LCD modules with substantially the same structure as the LCD module or modules contained in the specifically identified products.

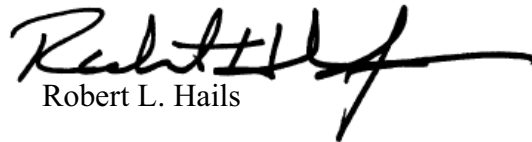
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As a final note, with respect to the case against the manufacturers of the allegedly infringing LCD modules, Sony Corp. will stand in for ST-LCD.

Very truly yours,

KENYON & KENYON



Robert L. Hails